

Legal Review On Agreement Between Labor With Employers Based On Act No. 13 Of 2003 Concerning Employment In Ud. (Business Trade) Endah Pratama Pati Regency

Iqbal Ghani Morotjono¹ and Arief Cholil

Abstract. The employment agreement is an agreement made by business owners with employees. Trace Article 1 point 14 of Act No. 13 of 2003 on Labor, employment agreement is an agreement between the workers / laborers with employers which contains the terms of employment, the rights and obligations of the parties. The agreement may be written and unwritten. Unwritten agreement has the disadvantage not have the force of law when the future of a dispute between workers and employers. In this case related to the employment relationship between employers and employees in UD. Endah Pratama Pati regency, Central Java.

This study aims to find out how conduciveness workers in a company that does not implement a written agreement for workers. And how treatment can be done if the aggrieved party both employers and workers.

UD leaders of Endah Pratama with workers can be said to be communicative in terms of implementation of the work. Although the company already provides rights and obligations of workers, slow lorises future still does not close a dispute in matters of work

Keywords: Employment Agreement; No Written Agreement; Rights And Obligations Of Workers Act No. 13 of 2003 on Manpower.

1. Introduction

Along with the development and widespread economic growth in the country makes the human needs become more complex or varied. With the variety of needs that indirectly requires every person should earn, so it is not abandoned to meet the intent of his life. However, with the condition that inhabited the Indonesian state is very dense, which is approximately around 240 million people spread in Indonesia resulted in the state government will be difficult if you have to make all of its citizens become civil servants. National construction employment has a role and a very important position and should be arranged so that fulfilled the fundamental rights and protections for workers and workers and at the same time to create conditions conducive to the development of the business world.²

In addressing the above issues, this is where the role of entrepreneurs who create jobs especially helpful for the government and the people who do not have jobs. There are various forms of business entities in Indonesia, for example, there are: firm, CV, PT, UD, etc. However, from various types of establishment previously mentioned, the population is pretty much is in the form of PT and UD. PT usually when the business scale in relatively capital-intensive, while UD medium scale enterprises tend to have capital or small.

Since the enactment of Act No. 13 of 2003 on Manpower employment issues in Indonesia is expected to be handled better than before. On the other hand also labor law is a legal umbrella for the workers whose positions tend to be weaker than the entrepreneur or business owner. Because if the employment relationship between

¹UD. Endah Pratama Pati regency, Central Java, Email: morotjono@gmail.com

²Heryandi, Jurnal Ilmiah, *Hukum Dan Dinamika Masyarakat*, Vol. 4, No. 2, Semarang, Fakultas Hukum Untag, 2007, p. 162

workers and employers be left to the parties then the future will be difficult to obtain justice within the scope of employment law. That's because the strong (the employers) always wanted to dominate the weaker party (workers). In manpower development, the government is expected to prepare and establish manpower planning. Workforce planning are intended to be used as a basis and reference in the formulation of policies, strategies, and implementation of sustainable employment development program.³

The working relationship is the relationship between workers and employers that occurred after their employment agreements contained in Article 1 paragraph 15 of Act No. 13 of 2003 on Labor states that the employment relationship is the relationship between employers and employees under labor agreements that have an element of the jobs, wages and command.⁴ By looking at the article, it can be seen that the employment relationship is achieved for their employment agreements between workers and employers.

Today there are so many workers who do not really know about what are the rights and obligations as workers, so it could have been impaired because workers often do not understand their rights as workers. Meaning workforce is also changing the original meaning action to employ people in the business that occupied regularly be employed in the long-term situation.⁵ When the reception as workers, employers usually will tell what the employment agreement. Can be written or oral.

In the employment agreement has an impact and an important tool that can be realized in the future a good working relationship between workers and employers. Along with the employment agreement will also be given ordinances and employment such as those that will be carried out workers. But in spite of no agreement, do not close the possibility of problems in its implementation, such as problem-hour off work, the issue of wages, overtime pay issue, the issue of leave, etc. which will give rise to a dispute that could result in termination of employment. Employment law set since the start of the employment relationship, as long as the employment relationship, labor dispute settlement until the termination of the employment relationship.⁶

Here can be a problem related to how the fulfillment of rights and obligations by the employer to the employees of the employment agreement that has been approved by each party. Of course the workers want obtain any profit from its status as a worker that bears fulfilled all obligations and rights under applicable law.

Usually the work done by agreement business entity PT adopt employment agreement written form. As with the standard business entity medium, using a written employment agreement are considered troublesome given the capacity of worker-owned does not amount to too much. They use an oral employment agreement of the workers owned. Although this type of agreement has no legal force if someday there is a dispute, but a verbal agreement remains valid as long as each party employers and employees mutually agreed with the agreement.

³ B. Siswanto Sastrohadiwiryo, *Manajemen Tenaga Kerja Indonesia*, Cet. 2, Jakarta, Bumi Aksara, 2003, p. 3

⁴ Harmoko, *Skripsi: Perubahan Perjanjian Kerja Terhadap Status Para Pekerja Waktu Tertentu Setelah Kenaikan Upah (Studi Kasus PT. Karya Bina Bersama)*, Jakarta, Fakultas Hukum Tarumanegara, 2006, p. 2

⁵ Marno Nugroho, *Majalah Ilmiah, Protean Karir: Model pengembangan Karyawan Masa Depan*, Vol. XXVII, No. 101, Semarang, Unissula, 2005, p. 68

⁶ I Dewa Rai Astawa, *Tesis: Aspek Perlindungan Hukum Hak-Hak Tenaga Kerja Indonesia Di Luar Negeri*, Semarang, Fakultas Hukum Undip, 2006, p. 12

During this time the fact that usually happens on the pitch is a labor agreement made verbally much detrimental to the workforce because the agreement has no legal force, while at UD. Endah Pratama had cooperation agreements with its employees by way of an oral employment agreement.

Based on the description above, the authors intend to carry out research activities in order to put them into the article to a journal entitled "Legal Review On Agreement Between Labor With Employers Based On Act no. 13 of 2003 Concerning Employment In UD (Business Trade) Endah Pratama Pati Regency" .

In accordance with the title and background that has been presented in this study, the problem is formulated as follows: How mechanisms for creating employment agreement concluded between the owner of UD. Endah Pratama with their workers? How to granting the rights and obligations of the workforce in UD. Endah Pratama after working agreement in accordance with the provisions of the Employment Act No. 13 of 2003?

Research methods

This study uses empirical juridical approach. Empirical juridical approach is a study that is used to solve the problem by examining the secondary data research first and then proceed to conduct research on primary data to find experienced legal reality in the field.⁷

The author chose juridical empirical approach as well as to examine the juridical studies, this research also requires data that exists in the field based on real experiences in the community, which is then used to analyze the data and make inferences about the problems examined.⁸

2. Results and Discussion

2.1 Development Mechanism of Work Agreements at UD. Endah Pratama

In practice in the field found employment agreement form, there are two kinds of forms, verbal and written. However, because UD. Endah Pratama is a simple form of business or simple, then the model employment agreements were verbal selected by Mr. Aqin as a means of recruitment in the company. Agreement oral form chosen as deemed suitable by the character of the company which in practice is kinship. So here Mr. Aqin not want to be authoritarian as a business owner, but more inclined as relatives work for its workers. It was considered more profitable, because the workers are regarded as colleagues by business owners will create a thought for workers. Thinking that the form of the workers will regard the company as his own, so that the work done by workers would be no motivation to work (automatically result the quality of the product is done / produced by workers to the maximum), seeks to advance the efforts to continue to increase (if the company is advancing the turnover increases, the salaries of the workers will also increase), ownership of a company like his own efforts will make the workers are not indiscriminate in using the means of working tools, so that damage to the working tools can be minimized.⁹

⁷Ana Suryani, *Proposal Skripsi: Tinjauan Hukum Perjanjian Kredit Gadai (RAHN) Dengan Sistem Syari'ah Di PT Pegadaian (Persero) CPS Majapahit Semarang*, Semarang, Fakultas Hukum Unissula, 2013, p. 19

⁸Ibid. p. 20

⁹ Ibid.

According to data I get from business owners, illustration labor agreement that occurred in this company as follows.

- In the reception of new workers, prospective workers can come directly at the residence of Mr. Aqin.
- This is the interview stage, but done with a relaxed atmosphere, not like the interview process at large companies are formal.
- What happened in the conversation is usually about work experience possessed prospective workers, provision of the rules that exist in the UD. Endah Pratama and what skills possessed the potential workers.
- For Mr. Aqin, workers who can enter the criteria is a good personality and have a good morale. According to him, it is the initial capital for exemplary workers.
- If the prospective workers do not have work experience in the field of printing, it is not at issue, because it will be given guidance and job training when starting work later.
- Pak Aqin provide the kind of work to see the potential of the prospective workers.
- When considered criteria are suitable candidates for employment, then tomorrow prospective workers have started to work in UD. Endah Pratama.
- New workers will be trained in the job and will be monitored for about a month and see what the results of such work.
- When the worker is able to work well and be able to adjust to the regulations of the company, the workers could continue to work for the future, but if you can not do a good job will be dismissed from his job.

While this is the picture data I obtained from the results of interviews with one of the employees of UD. Endah Pratama.

- Workers who want to apply to come to the house owner UD. Endah Pratama
- Conducting interviews light
- Giving an overview of work in UD. Endah Pratama
- Then been accepted and started work the next day
- Directing the work to be done¹⁰

Approximately such a labor recruitment picture I get from business owners UD. Endah Pratama. It is true that an oral employment agreement used by UD. Endah Pratama not violate the rules and regulations as set out in the Employment Act Article 51 paragraph (1), but the employment agreement that is written will be better, because in the oral agreement in which there is no legal certainty would put the labor in a weak condition. Listed in Article 51, employers who employ workers with non-permanent employment agreement shall make a written employment agreement with workers. So it can be concluded, the category of non-permanent employees are required to their written agreement to resolve the conflict if it occurs at a later date so that it can be resolved legally, then the category of permanent workers who would have worked in a relatively long time, the presence of a written work agreement is very needed for permanent workers as an umbrella law and settlement of legal issues. Because if there is a conflict with the employers, the workers are the weak and should be protected by law. The context of the above discussion is when the entrepreneur as the guilty party (do not treat workers according to the provisions of the Employment Act No. 13 of 2003).

¹⁰Interview with Andoyo, the operational part of printing machine UD. ENDAH PRATAMA Pati, dated October 1, 2014

2.2 Granting Rights and Obligations The Labor In UD. Endah Pratama After Labor Agreement

Protection of workers exposed to in Article 28 D Paragraph (2) of the 1945 Constitution, which reads:

"Everyone has the right to work and to receive remuneration and fair and proper treatment in the employment relationship."

Matters relating to such Issuer is also provided for in Article 38 of Act No. 39 of 1999 on Human Rights, which states:

- Every citizen, according to their talents, skills, aptitudes, are entitled to decent work.
- Everyone has the right to freely choose a job he likes and right, too, over the terms of fair employment.
- Everyone, both men and women doing the same job, comparable, equivalent, or similar, is entitled to wages and terms of employment agreement are the same.
- Everyone, both men and women doing work commensurate with the dignity of humanity is entitled to fair wages in accordance with the achievements and guarantee the continuation of family life.

Legal regulations of the above it can be concluded that the government's consistent and emphasizes in protecting the rights of workers from unscrupulous employers. Thus the owner of UD. Endah Pratama also do not want to violate the statutory provisions on labor governments have made in giving what the rights and obligations of the workforce although employment agreements were verbal only. Here the authors present a summary of the information that comes from Mr. Aqin as a business owner about what regulations / law and order at UD. Endah Pratama without reducing or eliminating the rights and obligations of the workforce.

- Working Time Settings
The workforce must be in working position each morning at 7:00 am, the time for rest - prayer - fed at 12:00 to 13:00 and the working time finishes at 15.00 noon. (Special day break starting Friday 11.30 until 13.00)
- Labor Day Settings
The working day is done from Monday until Saturday, Sunday, holidays. National holidays sometimes off sometimes not (see the condition of existing jobs).
- Leave / Work Permit Not Logged In
For the workforce is absent from work can be informed through short messages (SMS) or over the phone with no clear reason for the leadership.
- Salary
Agreements nominal salary issue has been made by the business owner and the prospective worker during the interview session.
- Holiday allowance
Ahead of Eid respective workers to obtain Allowance.
- Regarding Overtime Wage And Overtime
Workers who do overtime would be little consultation with the leadership of the overtime, the duration of the overtime, and overtime pay.
- Conditions During Work
 - The labor force do its work according to the instructions and directives from the leadership.
 - The labor forbidden to come late and leave work without obvious reason and rational.

- The workers must use work equipment in a way that is good and right in order to avoid hazards for workers and not incurring damage to the working tool.
- The workers are not allowed to take anything that does not belong in a working environment (including embezzling company).
- The workers are not allowed to utilize the goods or equipment in the work environment for private purposes.
- The labor force is prohibited from making things that can have an impact that is not good for the work environment. It can be: fighting, drinking, committing immoral, drugs, and gambling.
- Violation of the provision during the work generally will only get verbal reprimand, but for the offense to drink liquor, immorality, drug use and gambling will be layoffs.¹¹

Because the author does not want to just get the information unilaterally only if it is true that the rights and obligations of the workforce has been met by business owners though work is done orally agreement. Here the authors present a summary of the information that has been obtained from several labor UD. Endah Pratama:

- Working Time Settings
For the problem of working time given to labor no protests, because the portion of incoming hours of work, duration of work, rest, and when home from work is considered normal and not burdensome for workers.
- Labor Day Settings
The entry of the working day that starts from Monday to Saturday is also not reap a problem for the labor party.
- Leave / Work Permit Not Logged In
Because of the flexibility of the leadership of leave and license issues also make it easier for workers who want to ask for permission or leave work for who are unable to work or an important business or emergency.
- Salary
Nominal wages have been agreed both parties at the beginning of labor agreements must have been thoughtless by labor whether the salary can meet their daily living or not.
- Conditions During Work
Regulations or code of conduct that must be obeyed by the workers while in the work environment is not an issue, as those regulations considered reasonable and no violation of norms.¹²

The workforce at UD. Endah Pratama generally feel the gentleness in life work environment, because it is a working system that is based on kinship makes a good and harmonious relationship between the labor workforce with the other, between the owner and the workers. If there are some issues that will be the conflict could be settled by amicable settlement. Problems such as delays in the delivery of salaries to workers is a problem that may often appear in several companies including in UD. Endah Pratama, then there should be a reform of the owner of the company so that salaries could be timely, so that the welfare of the workforce can be maintained. For other problems that may arise, to be consulted is the right way to solve problems in the workplace UD. Endah Pratama. For the workforce, have a comfortable working

¹¹Obtaining information from the company's discipline Puryanto, reception and setting UD. ENDAH PRATAMA Pati, dated June 3, 2014

¹²Interview with Fuad Aji, the operational part cutting machines UD. ENDAH PRATAMA Pati, dated June 3, 2014

environment and fit with their individual labor is one of the factors of labor can stand or not stand to work in any company. So with the workforce can work without the burden and pressure will reduce the impact of stress received by the workforce.

3. Closing

3.1 Conclusion

In accordance with the results of research and discussion, it can be concluded as follows:

- The mechanism of making the agreement work in UD. Endah Pratama using informal oral interview before accepting prospective workers to be workers at UD. Endah Pratama.
- Granting rights and obligations of the workforce in UD. Endah Pratama after work although not as complete agreement with what has been regulated by law, but it is good enough. Due to the rights and obligations that belong to the principal have been met by the company. In addition, the absence of complaints of the workers on what they can during the work and how the treatment they received from the company during the work. It shows they (workers) have enjoyed what the job without complaint severe or extreme.

3.2 Suggestion

When viewed in terms of perfection in making employment agreement then the agreement should be a written form. Because growing era more and more acts of abuse whatever the form, not least in the sphere of employment. It is true that the people of Indonesia, better known to the average social personality types are high that trust each other it is a common thing. But in the world of work we should be emphasizing professionalism in their work. So the loss of both material and non-material can be avoided in the future. And again, the work force is the weak side, and one way to protect is with the making of a written employment agreement. By this I can give some advice for UD. Endah Pratama:

- Start enforcing the employment agreement with the prospective workers who initially by way of oral converted into in writing.
- Optimizing in delivering the rights and obligations to the workforce, because then also there will be a new morale of the workforce and the future is also profitable for the company.
- Professionalism in the scope of work in UD. Endah Pratama. The intention is to apply the system like what is imposed by large enterprises in managing the company and managing the workforce so that they can grow and thrive, even go international.

4. References

Books

- [1] Ana Suryani. 2013. *Proposal Skripsi: Tinjauan Hukum Perjanjian Kredit Gadai (RAHN) Dengan Sistem Syari'ah Di PT Pegadaian (Persero) CPS Majapahit Semarang*. Semarang: Fakultas Hukum Unissula, 2013
- [2] Asri Wijayanti. 2009. *Hukum Ketenagakerjaan Pasca Reformasi*. Jakarta: Sinar Grafika

- [3] B. Siswanto Sastrohadiwiryo. 2003. *Manajemen Tenaga Kerja Indonesia*. Cet. 2. Jakarta: Bumi Aksara.
- [4] F.X. Djumaldi. 2006. *Perjanjian Kerja Edisi Revisi*. Jakarta: Sinar Grafika
- [5] Harmoko. 2006. *Skripsi: Perubahan Perjanjian Kerja Terhadap Status Para Pekerja Waktu Tertentu Setelah Kenaikan Upah (Studi Kasus PT. Karya Bina Bersama)*. Jakarta: Fakultas Hukum Tarumanegara
- [6] Heryandi. 2007. *Jurnal Ilmiah, Hukum Dan Dinamika Masyarakat*. Vol. 4. No. 2. Semarang: Fakultas Hukum Untag
- [7] I Dewa Rai Astawa. 2006. *Tesis: Aspek Perlindungan Hukum Hak-Hak Tenaga Kerja Indonesia Di Luar Negeri*. Semarang: Fakultas Hukum Undip
- [8] Marno Nugroho. 2005. *Majalah Ilmiah, Protean Karir: Model pengembangan Karyawan Masa Depan*. Vol. XXVII. No. 101. Semarang: Unissula
- [9] Mustofa Farid. 2012. *Skripsi: Tinjauan Hukum Pelaksanaan Perjanjian Kerja Antara Pengusaha Dengan Karyawan Pada CV. Barokah Di Demak*. Semarang: Fakultas Hukum Unissula
- [10] R. Joni Bambang S. 2013. *Hukum Ketenagakerjaan*. Bandung: Pustaka Setia

Legislation

- [1] Act No. 13 of 2003 on Labor

Internet

- [1] <http://spupe07.wordpress.com/2009/12/01/metode-penelitian/> accessed on May 5, 2014, at 6:25 pm
- [2] www.ekonomikontekstual.com/ accessed on October 2, 2014, at 9:30 am
- [3] <http://www.lpi-hidayatullah.or.id/artikel-122-unsur-wirusaha.html/> accessed on October 2, 2014, 15:00 pm
- [4] <http://kotakecilafirin.blogspot.com/2014/01/manajemen-sumber-daya-manusia-hak-dan.html/> accessed on October 2, 2014, 16:00 pm
- [5] <http://olga260991.wordpress.com/2009/11/23/bentuk-bentuk-perusahaan/> accessed on October 2 2014 10:45 pm